

SERFF Tracking Number:	AGNY-125598799	State:	Arkansas
First Filing Company:	American International South Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AIC-08-AV-02		
TOI:	22.0 Aircraft	Sub-TOI:	22.0000 Aircraft
Product Name:	Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032		
Project Name/Number:	Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032/AIC-08-AV-02		

## Filing at a Glance

Companies: American International South Insurance Company, Commerce and Industry Insurance Company, Granite State Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., New Hampshire Insurance Company, The Insurance Company of the State of Pennsylvania

Product Name: Non Owned Aircraft Premises    SERFF Tr Num: AGNY-125598799    State: Arkansas  
Liability Aircraft Program - 0347-0625-0032

TOI: 22.0 Aircraft	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 22.0000 Aircraft	Co Tr Num: AIC-08-AV-02	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Monique Myers	Disposition Date: 05/28/2008
	Date Submitted: 05/02/2008	Disposition Status: Approved
Effective Date Requested (New): 06/02/2008		Effective Date (New):
Effective Date Requested (Renewal): 06/02/2008		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: Non Owned Aircraft Premises Liability Aircraft Program - Status of Filing in Domicile: Pending  
0347-0625-0032

Project Number: AIC-08-AV-02	Domicile Status Comments: Pending in all states
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 05/28/2008	
State Status Changed: 05/13/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The referenced companies (the “Companies”) submit for your review and approval their Non Owned Aircraft Premises Liability Aircraft Program. This program provides non owned aircraft and premises liability coverage Emergency Service

<i>SERFF Tracking Number:</i>	<i>AGNY-125598799</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>AIC-08-AV-02</i>		
<i>TOI:</i>	<i>22.0 Aircraft</i>	<i>Sub-TOI:</i>	<i>22.0000 Aircraft</i>
<i>Product Name:</i>	<i>Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032</i>		
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Operators with heliports at their locations.

Please refer to the attached Forms Listing for information about the forms included in this submission.

The rates associated with this program apply to the aviation universal rating plan AV-5678, presently on file with your department.

## Company and Contact

### Filing Contact Information

Monique Myers, Filings Analyst	Monique.Myers@AIG.com
175 Water Street	(212) 458-6346 [Phone]
New York, NY 10038	(212) 458-7077[FAX]

### Filing Company Information

American International South Insurance Company	CoCode: 40258	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 02-6008643	
	-----	
Commerce and Industry Insurance Company	CoCode: 19410	State of Domicile: New York
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 13-1938623	
	-----	
Granite State Insurance Company	CoCode: 23809	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 02-0140690	
	-----	
National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:

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New York, NY 10270 (212) 770-7000 ext. [Phone]	Group Name: FEIN Number: 25-0687550 -----	State ID Number:
New Hampshire Insurance Company 70 Pine Street New York, NY 10270 (212) 770-7000 ext. [Phone]	CoCode: 23841 Group Code: Group Name: FEIN Number: 02-0172170 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
The Insurance Company of the State of Pennsylvania 70 Pine Street New York, NY 10270 (212) 770-7000 ext. [Phone]	CoCode: 19429  Group Code: Group Name: FEIN Number: 13-5540698 -----	State of Domicile: Pennsylvania  Company Type: State ID Number:

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First Filing Company: American International South Insurance State Tracking Number: EFT \$50  
Company, ...

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## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 per Form filing.

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American International South Insurance Company	\$50.00	05/02/2008	20065870
Commerce and Industry Insurance Company	\$0.00	05/02/2008	
Granite State Insurance Company	\$0.00	05/02/2008	
National Union Fire Insurance Company of Pittsburgh, Pa.	\$0.00	05/02/2008	
New Hampshire Insurance Company	\$0.00	05/02/2008	
The Insurance Company of the State of Pennsylvania	\$0.00	05/02/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/28/2008	05/28/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	05/13/2008	05/13/2008	Monique Myers	05/28/2008	05/28/2008

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## Disposition

Disposition Date: 05/28/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Declarations	Approved	Yes
<b>Form</b>	Non Owned Aircraft Liability and Aviation Premises Liability Policy	Approved	Yes
<b>Form</b>	Air Ambulance Clause	Approved	Yes
<b>Form</b>	Airworthiness Exclusion Deletion Endorsement	Approved	Yes
<b>Form</b>	Asbestos Exclusion Endorsement	Approved	Yes
<b>Form</b>	Baggage Liability Endorsement	Approved	Yes
<b>Form</b>	Cancellation Amendment Endorsement	Approved	Yes
<b>Form</b>	Cancellation Endorsement	Approved	Yes
<b>Form</b>	Certificate of Insurance	Approved	Yes
<b>Form</b>	Certificate of Insurance (with Y2K wording)	Approved	Yes
<b>Form</b>	Coverage Territory Amendatory Definition Endorsement	Approved	Yes
<b>Form</b>	Date Recognition Exclusion Clause	Approved	Yes
<b>Form</b>	Date Recognition Limited Coverage Clause	Approved	Yes
<b>Form</b>	Date Recognition Limited Coverage Clause	Approved	Yes
<b>Form</b>	Deletion Endorsement	Approved	Yes
<b>Form</b>	Extended Coverage Endorsement (Aviation Liability) AVN52E	Approved	Yes
<b>Form</b>	Fellow Employee Exclusion Endorsement	Approved	Yes
<b>Form</b>	Financed Premium Endorsement	Approved	Yes
<b>Form</b>	Named Insured Endorsement	Approved	Yes
<b>Form (revised)</b>	Noise and Pollution and Other Perils Exclusion Clause AVN46B	Approved	Yes
<b>Form</b>	Noise and Pollution and Other Perils Exclusion Clause AVN46B	Approved	Yes
<b>Form (revised)</b>	Non-Owned Aircraft - Physical Damage Endorsement	Approved	Yes

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<b>Form</b>	Non-Owned Aircraft - Physical Damage Endorsement	Approved	Yes
<b>Form</b>	Notice of Cancellation or Non-Renewal Aviation Insurance	Approved	Yes
<b>Form</b>	Nuclear Risks Exclusion Clause AVN38B	Approved	Yes
<b>Form</b>	Pilot Warranty Endorsement	Approved	Yes
<b>Form</b>	Policyholder Notice	Approved	Yes
<b>Form</b>	Producer Change	Approved	Yes
<b>Form</b>	Reinstatement Notice	Approved	Yes
<b>Form</b>	War, Hi-Jacking and Other Perils Exclusion Clause AVN48B	Approved	Yes
<b>Form</b>	Arkansas Amendatory Endorsement	Approved	Yes

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# Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	05/13/2008
Submitted Date	05/13/2008
Respond By Date	
Dear Monique Myers,	

This will acknowledge receipt of the captioned filing.

With reference to Form NOP1061 (2/08), 6. a., the reference of twelve (12) months must be amended. The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this line of business insurance contract. You may amend by extending the time limit to five (5) years or by stating "within the time allowed by law."

Please feel free to contact me if you have questions.  
Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	05/28/2008
Submitted Date	05/28/2008

Dear Edith Roberts,

**Comments:**

### Response 1

Comments: Dear Edith Roberts,

In response to your 5/13/08 objection letter, please review the updated State Specific Non-Owned Aircraft - Physical Damage Endorsement.

In addition to your objection please find the Noise and Pollution and Other Perils Exclusion Clause AVN46B form as the

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wrong form was previous uploaded.

Please let me know if you need any further information.

Thank you ,  
Monique

#### Changed Items:

No Supporting Documents changed.

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Noise and Pollution and Other Perils Exclusion Clause AVN46B	UE46B	01/05	Endorsement/Amendment/Conditions	New		0	UE46B (1-05).pdf
<b>Previous Version</b>							
Noise and Pollution and Other Perils Exclusion Clause AVN46B	UE46B	01/05	Endorsement/Amendment/Conditions	New		0	UE48B (1-05).pdf
Non-Owned Aircraft - Physical Damage Endorsement	NOP1061-AR	05/08	Endorsement/Amendment/Conditions	New		0	NOP1061-AR.pdf
<b>Previous Version</b>							
Non-Owned Aircraft - Physical Damage Endorsement	NOP1061	02/08	Endorsement/Amendment/Conditions	New		0	NOP1061 (2-08).pdf

No Rate/Rule Schedule items changed.

Sincerely,  
Monique Myers

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Project Name/Number: Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032/AIC-08-AV-02

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations	NOP04	01/08	Declaration New s/Schedule		0.00	NOP04 (1-08).pdf
Approved	Non Owned Aircraft Liability and Aviation Premises Liability Policy	NOP01	01/08	Policy/CoveNew rage Form		0.00	NOP01 (1-08).pdf
Approved	Air Ambulance Clause	NOP07	02/08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	NOP07 (2-08).pdf
Approved	Airworthiness Exclusion Deletion Endorsement	NOP658	02/08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	NOP658 (2-08).pdf
Approved	Asbestos Exclusion Endorsement	UE882	01/05	Endorseme New nt/Amendm ent/Condi ti ons		0.00	UE882 (1-05).pdf
Approved	Baggage Liability Endorsement	NOP20	02/08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	NOP20 (2-08).pdf
Approved	Cancellation Amendment Endorsement	NOP935	02/08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	NOP935 (2-08).pdf
Approved	Cancellation Endorsement	UE167	01/05	Endorseme New nt/Amendm ent/Condi ti ons		0.00	UE167 (1-05).pdf
Approved	Certificate of	UE31	01/05	Endorseme New		0.00	UE31 (1-

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Insurance				nt/Amendm ent/Condi tions		05).pdf
Approved	Certificate of Insurance (with Y2K wording)	UE31B	01/05	Endorseme New nt/Amendm ent/Condi tions	0.00	UE31B (1-05).pdf
Approved	Coverage Territory Amendatory Definition Endorsement	NOP1062	02/08	Endorseme New nt/Amendm ent/Condi tions	0.00	NOP1062 (2-08).pdf
Approved	Date Recognition Exclusion Clause	UE2000A	01/05	Endorseme New nt/Amendm ent/Condi tions	0.00	UE2000A (1-05).pdf
Approved	Date Recognition Limited Coverage Clause	UE2001A	11/05	Endorseme New nt/Amendm ent/Condi tions	0.00	UE2001A (11-05).pdf
Approved	Date Recognition Limited Coverage Clause	UE2002A	11/05	Endorseme New nt/Amendm ent/Condi tions	0.00	UE2002A (11-05).pdf
Approved	Deletion Endorsement	UE480	01/05	Endorseme New nt/Amendm ent/Condi tions	0.00	UE480 (1-05).pdf
Approved	Extended Coverage Endorsement (Aviation Liability) AVN52E	NOP52E	02/08	Endorseme New nt/Amendm ent/Condi tions	0.00	NOP52E (2-08).pdf
Approved	Fellow Employee Exclusion Endorsement	NOP554	02/08	Endorseme New nt/Amendm ent/Condi tions	0.00	NOP554 (2-08).pdf

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Approved	Financed Premium Endorsement	UE56	01/05	Endorsement/Amendment/Conditions	0.00	UE56 (1-05).pdf
Approved	Named Insured Endorsement	NOP353	02/08	Endorsement/Amendment/Conditions	0.00	NOP353 (2-08).pdf
Approved	Noise and Pollution and Other Perils Exclusion Clause AVN46B	UE46B	01/05	Endorsement/Amendment/Conditions	0.00	UE46B (1-05).pdf
Approved	Non-Owned Aircraft - Physical Damage Endorsement AR	NOP1061	05/08	Endorsement/Amendment/Conditions	0.00	NOP1061-AR.pdf
Approved	Notice of Cancellation or Non-Renewal Aviation Insurance	UE103	01/05	Endorsement/Amendment/Conditions	0.00	UE103 (1-05).pdf
Approved	Nuclear Risks Exclusion Clause AVN38B	UE38B	01/05	Endorsement/Amendment/Conditions	0.00	UE38B (1-05).pdf
Approved	Pilot Warranty Endorsement	NOP347	02/08	Endorsement/Amendment/Conditions	0.00	NOP347 (2-08).pdf
Approved	Policyholder Notice	UE1013	06/06	Endorsement/Amendment/Conditions	0.00	UE1013 (6-06).pdf
Approved	Producer Change	UE120	01/05	Endorsement/Amendment/Conditions	0.00	UE120 (1-05).pdf

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Approved	Reinstatement Notice	UE127	01/05	Endorsement/Amendment/Conditions	0.00	UE127 (1-05).pdf
Approved	War, Hi-Jacking and Other Perils Exclusion Clause AVN48B	UE48B	01/05	Endorsement/Amendment/Conditions	0.00	UE48B (1-05).pdf
Approved	Arkansas Amending Endorsement	52131	11/03	Endorsement/Amendment/Conditions		AR-52131.pdf



This policy is issued by:

## DECLARATIONS

### PART 2

Policy Number \_\_\_\_\_

Previous Policy Number \_\_\_\_\_

This page with "Policy Provisions -- Part 1" Form NOP01 (1/08) and all endorsements attached hereto completes this numbered aviation **non-owned aircraft** liability and **aviation premises** liability policy, issued by the company as indicated above (hereinafter called the Company).

#### ITEM 1. NAMED INSURED

ADDRESS

ITEM 2. POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_  
12:01 A.M. Standard Time at the address in ITEM 1.

#### ITEM 3. LIMITS OF THE COMPANY'S LIABILITY

The limit of the Company's Liability provided for each coverage part shall not exceed:

	LIMITS OF LIABILITY		LIABILITY PREMIUMS
A. <b>Non-Owned Aircraft</b> Liability			
Single Limit for <b>Bodily Injury</b>	\$ _____	Each <b>Occurrence</b>	\$ _____
and <b>Property Damage</b> including			
<b>Passengers</b> , but <b>Passenger</b> Liability	\$ _____	Each Person	
limited internally to :			
B. <b>Medical Expense</b>			
i. With respect to <b>non-owned</b>	\$ _____	Each Person	\$ _____
<b>aircraft</b> excluding crew	\$ _____	Each <b>Occurrence</b>	
ii. With respect to <b>Aviation Premises</b>	\$ _____	Each Person	\$ _____
	\$ _____	Each <b>Occurrence</b>	
C. <b>Aviation Premises</b> Limit	\$ _____	Each <b>Occurrence</b>	\$ _____
D. <b>Personal Injury</b> Limit	\$ _____	Each Offense and in the annual aggregate	\$ _____
		Total Premium	\$ _____

**ITEM 4.** Coverage and limits afforded by this policy to you arising out of the use by or on your behalf as indicated by a X to the left of the appropriate paragraph:

- ☐ (a) Any fixed wing single engine land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_ **passenger** seats.
- ☐ (b) Any fixed wing land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_ **passenger** seats and having a certified gross weight not in excess of 12,500 pounds.
- ☐ (c) Any fixed wing or rotor-wing land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_ **passenger** seats and having a certified gross weight not in excess of 12,500 pounds.
- ☐ (d)

**ITEM 5.** When **in flight** the **aircraft** will be operated only by:

- ☐ pilots approved by you; or
- ☐ by pilots endorsed herein

as indicated by an X to the left of the appropriate paragraph.

**ITEM 6.** Use of the **non-owned aircraft**: As required by the **Named Insured**.

**ITEM 7.** Location of the aviation **premises**:


Endorsements and forms forming a part of this policy on its effective date:

Producer \_\_\_\_\_

Countersigned \_\_\_\_\_

At \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Representative)

Approved By   
(Authorized Representative)

Date of Issue \_\_\_\_\_

This policy is issued by:

## NON-OWNED AIRCRAFT LIABILITY AND AVIATION PREMISES LIABILITY POLICY

Policy Provisions - Part 1 - Form NOP01 (1/08)

This Policy provides various Coverages. Unless otherwise stated, the Policy Provisions shall apply to all Coverages. Any provision under a specific Coverage shall pertain only to that Coverage unless otherwise stated. Please read the entire Policy to determine your rights, duties and what is and what is not covered.

Throughout this Policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Named Insured** under this Policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "Insured" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED**.

Other words and phrases that appear in bold type have special meaning. Refer to **SECTION V - POLICY DEFINITIONS**.

### SECTION I - INSURING AGREEMENTS

#### I. COVERAGE A - NON-OWNED AIRCRAFT LIABILITY

Single Limit **bodily injury** (including any and all **related claims**) and **property damage** liability - To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of **bodily injury** sustained by any person (excluding any **passenger** unless the words "including **passengers**" appear in Item 3 of the Declarations) and **property damage** caused by an **occurrence** arising out of the use of **non-owned aircraft** by or on behalf of an Insured.

#### II. COVERAGE B - MEDICAL EXPENSE INCLUDING AVIATION PREMISES MEDICAL

To pay all necessary and reasonable **medical expenses** as described below for **bodily injury** caused by an **occurrence** regardless of fault:

1. To or for each **passenger** (excluding any **crew**) arising from **non-owned aircraft** being used by or with your permission; or
2. On **aviation premises** owned, rented to or occupied by you; or
3. On ways next to the **aviation premises** owned, rented to or occupied by you; or
4. Because of the Insured's **aviation operations**;

provided that:

- a. The **occurrence** takes place in the **coverage territory** and during the policy period;

- b. The expenses are incurred and reported to us or the **Aviation Managers** within one year of the date of the **occurrence**.

### III. COVERAGE C - AVIATION PREMISES LIABILITY

To pay those sums which the Insured becomes legally obligated to pay as damages because of **bodily injury** (including any and all **related claims**) or **property damage** due to an **occurrence** arising out of the ownership, maintenance or use of **aviation premises** to which this insurance applies resulting from your **aviation operations**.

### IV. COVERAGE D - PERSONAL INJURY

To pay those sums the Insured becomes legally obligated to pay as damages because of a **personal injury** offense to which this insurance applies arising out of the ownership, maintenance or use of **non-owned aircraft** or **aviation premises** caused by an offense arising out of your **aviation operations**.

### V. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS COVERAGES A, C AND D

We shall have the right and duty to defend any **suit** against the Insured seeking damages on account of such **bodily injury**, **property damage**, or **personal injury** even if any of the allegations of the **suit** are groundless, false or fraudulent. We may make such investigation and settlement of any claim or **suit** as we deem expedient, but we shall not be obligated to pay any claim or judgment or to defend any **suit** after the applicable limit of the Company's liability has been exhausted by the payment of judgments or settlements.

During such time that we are obligated to defend a claim or claims under the provisions of the preceding paragraph, we will pay with respect to such claims, in addition to the applicable limit of liability:

1. All expenses incurred by us, all costs taxed against the Insured in any **suit** defended by us and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of our liability thereon;
2. Premiums on:
  - a. Appeal bonds required in any such **suit**, premiums on bonds to release attachments in any such **suit** for an amount not in excess of the applicable limit of liability of this policy;
  - b. The cost of bail bonds required of the Insured because of an **occurrence** or violation of law or a regulation for civil aviation arising out of the use of **non-owned aircraft**, not to exceed \$2,500 per bail bond, but we shall have no obligation to apply for or furnish any such bonds;
  - c. Expenses incurred by the Insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies; or
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of a claim or **suit**, including the actual loss of earnings up to \$200. a day because of time off from work.

### VI. POLICY PERIOD, COVERAGE TERRITORY All Coverages

This policy only applies to claims, **occurrences** or offenses that occur inside of the **coverage territory** and occur during the policy period.

## SECTION II - EXCLUSIONS

### APPLICABLE TO ALL COVERAGE PARTS

This Policy does not apply to:

1. Any Insured while the **non-owned aircraft** is **in flight** with the knowledge and consent of such Insured or of any executive officer, partner, or managing agent of such Insured for any unlawful purpose, or any purpose not so designated in the Declarations.
2. Any Insured while the **non-owned aircraft** is **in flight** with the knowledge and consent of the **Named Insured**:
  - a. If piloted by other than the pilot or pilots designated in the Declarations; or
  - b. If the Airworthiness Certificate of the **non-owned aircraft** is not in full force and effect.
3. Claims that occur outside of the **coverage territory**.
4. **Bodily injury** or **property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property, and to **bodily injury** and **property damage** resulting from efforts to prevent dangerous interference with the operation of the **non-owned aircraft** or **aviation premises**.
5. Any obligation for which the Insured or any carrier as his Insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or any similar law.
6. **Bodily injury** or **personal injury** to:
  - a. An employee of the Insured arising out of and in the course of:
    - i. Employment by the Insured; or
    - ii. Performing duties related to the conduct of the Insured's business; or
  - b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

  - i. Whether the insured may be liable as an employer or in any other capacity; and
  - ii. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the Insured in any agreement required by a military governmental authority as a prerequisite for using an airport or an airport facility or to liability assumed under an **insured contract**.
7. **Bodily injury** or death of any person who is a **Named Insured**.

8. **Property damage** to property owned, occupied, rented or used by the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control or transported by the Insured.
9. **Bodily injury, property damage or personal injury** for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - a. Assumed by the **Named Insured** of the liability of others for **bodily injury or property damage** in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility; or
  - b. That the Insured would have in the absence of a contract or agreement; or
  - c. Assumed in an **insured contract**, provided the **bodily injury, property damage or personal injury** occurs subsequent to the execution of the contract or agreement.
10. Any Insured under this policy who is also an Insured under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability.
11. Claims in respect of death, **bodily injury**, illness or disease to any person or persons and/or damage to or destruction of property caused by or resulting from the application of or use by the Insured or his agent of all forms of fertilizers, fungicides, defoliants, herbicides, hormone selective weed killers, pesticides, insecticides and arsenical preparations or compounds or any other forms of chemicals.

Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

12. **Bodily injury or personal injury** to:
  - a. A person arising out of any:
    - i. Refusal to employ; or
    - ii. Termination of employment; or
    - iii. Demotion, reassignment, disciplinary action, performance evaluation and other employment related acts; or
    - iv. Coercion, harassment, humiliation, defamation.
  - b. The spouse, parent, child, brother or sister of that person as a consequence of **bodily injury or personal injury** to that person at whom any of the employment related practices described in Exclusion 12.a.i. through iv. above is directed.

This exclusion 12. applies:

- i. Whether the Insured may be liable as an employer or in any other capacity; and
- ii. To any obligation to share damages or repay someone else who must pay damages because of injury.

#### **APPLICABLE TO COVERAGE A**

This insurance does not apply to:

1. Any person or organization with respect to **non-owned aircraft** owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days, to such person (or member of his/her household) or organization.
2. Claims arising out of any **aircraft** rented to, financed for, or leased to others (or repossessed or reacquired) by any Insured, subsidiary, owned or controlled firm thereof.
3. **Property damage** to, destruction of, or loss of use of **non-owned aircraft**.
4. Claims arising out of any product designed, manufactured, sold, distributed, serviced or handled by an Insured.

#### **APPLICABLE TO COVERAGE C**

This insurance does not apply to **property damage** to:

1. Property you own, lease, rent or occupy other than the **aviation premises** listed in Item 7. of the Declarations page;
2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the Insured; or
5. That particular part of any property on which the Insured or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations.

#### **APPLICABLE TO COVERAGE D**

This insurance does not apply to **personal injury**:

1. Arising out of the willful violation of a penal statute or ordinance committed by or with your knowledge or consent;
2. Arising out of paragraph 4. of the definition of **personal injury**:
  - a. If the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance;
  - b. If such publication or utterance was made by you or at your direction with the knowledge of the false nature thereof.
3. Arising out of the publication or utterance in the course of or related to advertising, broadcasting, publishing or telecasting activities by you or on your behalf.

## GENERAL POLICY EXCLUSIONS

### 1. War, Hijacking and Other Perils Exclusion Clause

This policy does not cover claims caused by:

- a. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- b. Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- c. Strikes, riots, civil commotions or labor disturbances.
- d. Any act of one or more person, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- e. Any malicious act or act of sabotage.
- f. Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- g. Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore this policy does not cover claims arising while the aircraft is outside the control of the Insured by reason of any of the above perils.

The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

### 2. Noise and Pollution and Other Perils Exclusion

- a. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
  - i. noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - ii. pollution or contamination of any kind whatsoever,
  - iii. electrical and electromagnetic interference,
  - iv. interference with the use of property;

unless caused by a crash, fire, explosion or collision or a recorded in flight emergency causing abnormal aircraft operation.

- b. With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
  - i. claims excluded by paragraph a., or
  - ii. a claim or claims covered by the policy when combined with any claims excluded by paragraph a. referred to below as "Combined Claims."
- c. In respect of Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items, which may be allocated to the claim or claims covered by the policy:
  - i. damages awarded to the Insured and
  - ii. defense fees and expenses incurred by the Insured.
- d. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

### 3. Asbestos Exclusion

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- a. The actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos; or
- b. Any obligations, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion, or collision or a recorded in-flight emergency causing abnormal aircraft operations.

Notwithstanding any other provisions of this policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs a. or b. hereof.

### 4. Nuclear Risks Exclusion Clause

- a. This policy does not cover:
  - i. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

ii. Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to, by or arising from:

- A. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - B. the radioactive properties of, or the combination of radioactive properties with toxic explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - C. ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- b. It is understood and agreed that such radioactive material or other radioactive source in paragraph a. ii. A. and B. above shall not include:
- 1. depleted uranium and natural uranium in any form;
  - 2. radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, education or industrial purpose.
- c. This policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- i. the Insured under this policy is also an Insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - ii. any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - iii. the Insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.
- d. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph b. shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:
- i. in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization. "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
  - ii. this policy shall only apply to an incident happening during the period of this policy and where any claim by the Insured against the Company or by any claimant against the Insured arising out of such incident shall have been made within three (3) years after the date thereof;

- iii. in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scales:

<u>Emitter</u> <u>(IAEA Health and Safety Regulations)</u>	<u>Maximum permissible level</u> <u>of non-fixed radioactive</u> <u>surface contamination</u> <u>(Averaged over 300 cm<sup>2</sup>)</u>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 becquerels / cm <sup>2</sup> (10 <sup>-4</sup> microcuries / cm <sup>2</sup> )
All other alpha emitters	Not exceeding 0.4 becquerels / cm <sup>2</sup> (10 <sup>-5</sup> microcuries / cm <sup>2</sup> )

- e. the cover afforded hereby may be cancelled at any time by the Company giving seven days' notice of cancellation.

### SECTION III - WHO IS AN INSURED

Each of the following is an Insured for all coverage:

1. You and if you are designated in the Declarations as
  - a. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an Insured. Your members are also Insureds, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture, or limited liability company, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.
2. Any organization newly formed or acquired by the person or organization named in Item 1. of **WHO IS AN INSURED** other than a partnership, joint venture company, or a limited liability company, provided the person or organization named in Item 1. of **WHO IS AN INSURED** maintains a majority ownership interest in such newly formed or acquired organization; however, unless such newly formed or acquired organization is reported by you to the **Aviation Managers** and any additional premium is paid if required. The automatic insurance period for the newly formed or acquired organization will begin on the date of formation or acquisition and end ninety (90) days thereafter or on the expiration of this policy, whichever occurs first.

3. Any director, officer or employee of a **Named Insured** corporation or a partner of a **Named Insured** partnership or a member or manager of a **Named Insured** limited liability company while such person is acting in such capacity provided that no person shall be an Insured as respects any **aircraft** owned in whole or in part by, registered in the name of, or leased for a period in excess of thirty (30) days by such person or any member of that person's household.
4. Any person or organization while riding in **non-owned aircraft** used by or behalf of an Insured.
5. Any person or organization legally responsible for the **non-owned aircraft**, provided the actual use is with the express permission of the **Named Insured**.
6. Other than any persons or organization described in Paragraph 1. above, none of the following is considered an Insured regardless of paragraphs 3., 4. or 5. above:
  - a. Any person or organization or their agents or employees who manufactures, designs, builds, sells or distributes aircraft, aircraft engines, aircraft components, aircraft accessories or fuel used in aircraft.
  - b. Any person or organization or their agents or employees who is engaged in the operation of an aircraft repair shop, aircraft sales agency, aircraft rental service, aircraft flying school, aircraft management service, aircraft aerial application service, aircraft inspection appraisal, certification or examination service, commercial flying service, airline, airport, hangar, pilot training center or charter brokerage service.
  - c. Any person or organization or their agents or employees who are engaged in the activity of instruction, evaluation, examination or certification of any pilot or **crew** member or prospective pilot or **crew** member.
  - d. Any employee with respect to **bodily injury**, sickness, disease or death of another employee of the same employer injured in the course of his and/or her employment by the **Named Insured**.

#### SECTION IV - LIMIT OF THE COMPANY'S LIABILITY

Total for all Liability Coverages

1. The limits shown in the Declarations shall apply separately to each Insured regardless of:
  - a. The number of Insureds under this policy;
  - b. Persons or organizations who sustain **bodily injury, personal injury or property damage**;
  - c. The number of claims made or **suits** brought (related or otherwise) on account of **bodily injury, personal injury or property damage**,

our liability for all damages because of **bodily injury, property damage or personal injury** sustained by one or more persons or organizations as a result of any one **occurrence** or offense shall not exceed the limits of liability set forth in the Declarations for the applicable coverage part as applicable to each **occurrence** or offense.

The aggregate limit shown in the Declarations for any specific coverage is the most we will pay, during the policy period, for the sum of all damages under that coverage because of damages for **bodily injury, property damage or personal injury** to which that coverage applies.

2. All **bodily injury, property damage or personal injury** arising out of continuous or repeated exposure to the same general conditions shall be considered arising out of one **occurrence** or offense.

3. As respects **COVERAGE A - NON-OWNED AIRCRAFT LIABILITY**

Our total liability for all damages because of **bodily injury** (including any and all **related claims**) or **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to each **occurrence**.

And further provided that if the Declaration is completed to show "**Passenger** Liability limited internally to", our total liability for all damage because of **bodily injury** (including any and all **related claims**) to **passengers** shall not exceed:

- a. As respects any one **passenger**, the amount stated in the Declarations as applicable to "each person".
- b. As respects two or more **passengers**, subject to the above provisions respecting any one **passenger**, the amount stated in the Declarations as applicable to "each person" multiplied by the total number of **passenger** seats as stated in the Declarations for the **non-owned aircraft**, but in no event shall our liability for all **bodily injury** (including **passenger bodily injury**) and **property damage** exceed the limits stated in the Declarations as applicable to "each **occurrence**".

4. As respects **COVERAGE B - MEDICAL EXPENSE**

- a. The limit of liability stated in the Declarations as applicable to "each person" is the limit of our liability for all necessary and reasonable expenses incurred by or on behalf of each person who sustains **bodily injury** in any one **occurrence**; and
- b. The limit of liability stated in the Declarations as applicable to "each **occurrence**" is subject to the paragraph a. above respecting each person, the total limit of our liability for all necessary and reasonable expenses incurred by or on behalf of two or more persons who sustain **bodily injury** in any one such **occurrence**.

5. As respects **COVERAGE D - PERSONAL INJURY**

The limit of liability for **personal injury** stated in the Declarations for each offense and in the annual aggregate is part of, and not in addition to, the limit of liability provided for **COVERAGE A** or **COVERAGE C**, whichever applies to the loss.

## SECTION V - DEFINITIONS

When appearing in this policy in bold face print:

**Aircraft** means **non-owned aircraft** or any other aircraft for which insurance is provided under this policy including the propulsion system and equipment usually installed in the **aircraft** (1) while installed in the **aircraft**, (2) while temporarily removed from the **aircraft** and (3) while removed from the **aircraft** for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the **aircraft** and which are ordinarily carries therein.

**Aviation Managers** means AIG Aviation, Inc., or any of its subsidiary or affiliated companies, branch offices or authorized representatives.

**Aviation operations** means all operations arising out of the ownership, maintenance or use of locations for aviation activities including that portion of roads or other accesses that adjoin these locations. **Aviation operations** include all operations necessary or incidental to aviation activities.

**Aviation premises** means that portion of helipads, airports, building or areas used by the Insured directly in connection with use of any **non-owned aircraft** for which insurance is provided under this policy.

**Bodily Injury** means physical harm, sickness, disease or mental anguish sustained by any person which occurs during the policy period, including death at any time resulting therefrom. Damages because of **bodily injury** include damages claimed by any person or organization for care and loss of service caused by an **occurrence**.

**Coverage territory** means the United States of America, Canada, Mexico, the Bahamas and the Caribbean Islands or enroute between points therein.

**Crew** means the pilot-in-command, co-pilot, flight engineer, flight attendant or anyone else who is in, on, or boarding the **aircraft** for assisting in the operation of the **aircraft**.

**Federal Aviation Administration (FAA)** means the duly constituted authority of the United States of America having jurisdiction over civil aviation, or its duly constituted equivalent in any other country.

**In Flight** means as respects:

1. Fixed wing **aircraft**, the time commencing with the actual take-off run of the **aircraft** and continuing thereafter until it has completed its landing run.
2. Rotor wing **aircraft**, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing.
3. A balloon, while it is inflated or being inflated or deflated.

**Insured contract** means:

1. Any contract which requires as a prerequisite of the use of an airport or airport facility the indemnification of a military or governmental authority, except in connection with work preformed for the military or governmental authority; or
2. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
3. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to an Insured or temporarily occupied by an Insured with the permission of the owner is not an **insured contract**; or
4. That part of any other contract or agreement pertaining to your ownership, maintenance, or use, or operation of **non-owned aircraft** or **aviation premises** (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the **tort liability** of another party to pay for **bodily injury** or **property damage** to a third person or organization.

Paragraph 4. does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of manufacture of aircraft or aircraft parts; or

- b. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of any major alteration or major repair of an aircraft or aircraft parts as defined by the FAA; or
- c. Which is agreed to orally by an Insured and another party, unless the contract or agreement is required by a governmental body for an Insured to use an airport; or
- d. With or for the benefit of any **passenger**, **crew** member or their heirs; or
- e. That pertains to the purchase or sale of aircraft, aircraft parts or accessories; or
- f. That is entered into after a loss to the extent that it relates to that loss.

**Medical Expense** means expenses for first aid administered at the time of an accident; necessary medical, surgical, x-ray or dental services, including prosthetic devices, and necessary ambulance, hospital professional nursing or funeral services.

**Named Insured** means the person(s) or organization(s) shown in Item 1. of the Declarations.

**Non-owned aircraft** means any **aircraft** as described in Item 4. of the Declarations except **aircraft** owned in whole or in part by or registered to, or under lease agreement with a term more than thirty (30) days to the **Named Insured**.

**Occurrence** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** during the policy period neither expected nor intended from the standpoint of the Insured. In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one **occurrence**, and shall be deemed to occur only when such damage first commences.

**Passenger** means a person while in, on, boarding or unboarding the **non-owned aircraft** for the purpose of riding or flying therein or alighting therefrom after a flight or attempted flight therein, excluding **crew** member(s).

**Personal Injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:

- 1. False arrest, detention or imprisonment;
- 2. Malicious prosecution;
- 3. The wrongful entry, eviction or other invasion of the right of private occupancy.
- 4. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy.

**Property Damage** means accidental damage to or destruction of the tangible property of others caused by an **occurrence** during the policy period and the resultant loss of use of the property. **Property Damage** also means the loss of use of the tangible property of others that is not physically damaged but that is caused by an **occurrence** during the policy period.

**Related Claims** means all claims for care and loss of service, loss of society and consortium, mental anguish, emotional distress, loss of support, medical and funeral services, and any and all other damages from or arising out of **bodily injury** to any person or **passenger**. Notwithstanding anything to the contrary in the definition of **bodily injury**, the Company's liability and coverage for damages for both **bodily injury** and **related claims** are included and combined within the "each person" and "each **occurrence**" limits of liability specified in the Declarations, as applicable, and there are no separate or additional limits of liability for **related claims**.

**Suit** means a civil proceeding in which damages because of **bodily injury, property damage, or personal injury** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our or the **Aviation Managers'** consent.

**Tort Liability** means a liability that would be imposed by law in the absence of any contract or agreement.

## **SECTION VI - CONDITIONS**

### **APPLICABLE TO COVERAGES A, C AND D (BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY)**

#### **1. ACTION AGAINST THE COMPANY**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an Insured;
- b. To sue on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative. Service of process may be made upon the **Aviation Managers** on our behalf. However, we do not waive our rights to commence an action in any court of competent jurisdiction or to seek a transfer to another court as permitted by law.

#### **2. FINANCIAL RESPONSIBILITY**

If this policy is certified as proof of insurance under any governmental financial responsibility law applicable to aircraft, we will pay the minimum amounts required by that law which do not exceed the limit of liability of this policy. You agree to reimburse us promptly for any amounts we would not have had to pay were it not for this clause.

#### **3. NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

- a. You must see to it that we or the **Aviation Managers** are promptly notified in writing at the nearest office, whose address is listed on the back of the policy cover, of an **occurrence** or offense that may result in a claim. Notice shall include:
  - i. Particulars sufficient enough to identify the Insured; and
  - ii. How, when and where the **occurrence** or offense took place; and
  - iii. The names and addresses of any injured persons and witnesses.
- b. Promptly contact the owner of the **non-owned aircraft**.

- c. If claim is made or **suit** is brought against the Insured, you must see to it that we or the **Aviation Managers** receive prompt written notice of the claim or **suit**. You and any other Insured involved must:
  - i. Immediately send the **Aviation Managers** copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**; and
  - ii. Authorize us or the **Aviation Managers** to obtain records and other information; and
  - iii. Cooperate with us or the **Aviation Managers** in the investigation, settlement or defense of the claim or **suit**; and
  - iv. Assist us or the **Aviation Managers**, upon the **Aviation Managers'** request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our or the **Aviation Managers'** consent.

#### 4. SEVERABILITY OF INTEREST

Except with respect to the limit of our liability and any rights and duties specifically assigned in this policy to the first **Named Insured**, this insurance applies:

- a. As if each **Named Insured** were the only **Named Insured**;
- b. Separately to each Insured against whom claim is made or **suit** is brought.

#### APPLICABLE TO COVERAGE B (MEDICAL EXPENSE)

#### 5. ACTION AGAINST THE COMPANY

No person or organization has a right under this policy to sue on this policy unless all of its terms have been fully complied with and until thirty (30) days after the required proofs of claim have been filed with us.

#### 6. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM

- a. The injured person or someone on his or her behalf, as soon as practical after an accident, must give us or the **Aviation Managers** written proof of claim and if requested by the **Aviation Managers**:
  - i. Provide his or her sworn statement under oath;
  - ii. Authorize the **Aviation Managers** to obtain medical reports and copies of records;
  - iii. Submit to physical examination by a physician selected by the **Aviation Managers**, when and as often as the **Aviation Managers** may reasonably require.
- b. We may pay the injured person or any person or organization rendering the services and such payment:
  - i. Shall reduce the amount payable hereunder for the injury;
  - ii. Shall not constitute admission of liability by an Insured, or the **Aviation Managers**.

## APPLICABLE TO ALL COVERAGES

### 7. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with us and, upon our request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of **suits**. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of an **occurrence**.

### 8. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve us of any of our obligations hereunder.

### 9. CANCELLATION

- a. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to us or the **Aviation Managers** advance written notice of cancellation.
- b. We or the **Aviation Managers** may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
  - i. Ten (10) days before the effective date of cancellation if we or the **Aviation Managers** cancel for non-payment of premium; or
  - ii. Thirty (30) days before the effective date of cancellation if we or the **Aviation Managers** cancel for any other reason.
- c. We or the **Aviation Managers** will mail or deliver notice to the first **Named Insured's** last mailing address known to us or the **Aviation Managers**.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, the **Aviation Managers** will send the first **Named Insured** any premium refund due. If we or the **Aviation Managers** cancel, the refund will be pro rata. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if the **Aviation Managers** have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 10. CHANGING THE POLICY

This policy contains all the agreements between the **Named Insured** and us concerning the insurance that is afforded. The first **Named Insured** shown in the Declarations is authorized to make changes in the terms of this policy only with the **Aviation Managers'** consent. This policy's terms can be amended or waived only by endorsement signed and issued by the **Aviation Managers** and made a part of this policy.

## 11. EXAMINATION OF THE INSURED'S BOOKS AND RECORDS

We or the **Aviation Managers** may examine and audit the Insured's books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

## 12. FRAUD OR MISREPRESENTATION

This policy shall be void if you have concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by you touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

## 13. NONRENEWAL

If we decide not to renew this coverage, the **Aviation Managers** will mail or deliver to the first **Named Insured** shown in the Declarations written notice of the non renewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 14. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured for a loss we cover by this policy, then our obligations are limited as follows:

### a. Primary Insurance:

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.

### b. Excess Insurance:

- i. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of **non-owned aircraft**.
- ii. If there is any other primary insurance available to you covering liability for damages arising out of your use of **non-owned aircraft** operations under which you have been included as an Insured or added as an additional Insured by endorsement.

When this insurance is excess, then we will have no duty arising from any coverage afforded by this policy to defend the Insured against any **suit** if any other insurer has a duty to defend the Insured against that **suit**. If no other insurer defends, then we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- i. The total amount that all such other insurance would pay for the loss in the absence of this insurance, and
- ii. The total of all deductible and self insured amounts under all that other insurance.

c. Method of Sharing:

If all of the other insurance permits contributions by equal shares, then we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of liability or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contributions by equal shares, then we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all insurers.

- d. If the other insurance is written through the **Aviation Managers** as primary insurance, the total limit of our liability will not exceed the greatest limit on any one policy.

15. **PREMIUMS**

The first **Named Insured** shown in the Declarations is responsible for the payment of all premiums.

16. **REPRESENTATIONS**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon your the representations to us and/or the **Aviation Managers**;
- c. The **Aviation Managers** have issued this policy in reliance upon your representations.

17. **STATE STATUTES**

If the terms of this policy are in conflict with or inconsistent with the statutes of any state where this policy is in effect, we will conform to those state statutes.

18. **SUBROGATION**

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request or the **Aviation Managers**, the Insured will bring **suit** or transfer those rights to us and do whatever else is necessary to secure such rights. The Insured shall do nothing after a loss to prejudice such rights. This condition shall not apply with respect to **Coverage B - Medical Expense**.

19. **TITLES OF PARAGRAPHS**

The titles of the various paragraphs of this policy and amendments if any, attached to this policy are inserted solely for reference and are not to be deemed in any way to limit or affect the provision to which they relate.

## 20. TRANSFER OF THE NAMED INSURED'S RIGHT AND DUTIES UNDER THIS POLICY

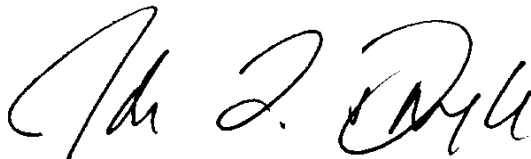
Your rights and duties under this policy may not be transferred without the **Aviation Managers'** written consent except in the case of the death or bankruptcy of an individual **Named Insured**.

If you die or are adjudged bankrupt or insolvent, your rights and duties will be transferred to your legal representative but only while acting within the course and scope of duties as such. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property, but in no event for more than sixty (60) days following such death or adjudication.

## 21. VIOLATION OF STATUTE CLAUSE

If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanctions, including but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim shall be null and void.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

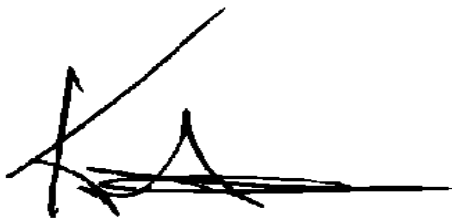


President

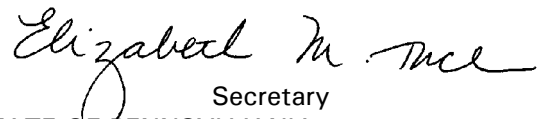


Secretary

AMERICAN HOME ASSURANCE COMPANY  
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.



President



Secretary

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA  
AMERICAN INTERNATIONAL SOUTH INSURANCE COMPANY  
ILLINOIS NATIONAL INSURANCE COMPANY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer on the Declarations page of the Policy.

## AIR AMBULANCE CLAUSE

This policy is amended as follows:

While the **aircraft** is used for (a) air ambulance or (b) the transportation of cadavers or body organs, tissues, or fluids (including derivatives thereof) this policy shall not apply to and we shall not be liable for any:

A) Claims resulting from **bodily injury** or **property damage** due to:

i) The rendering of or failure to render -

a) medical, surgical, dental, x-ray, or nursing service or treatment, massage, physiotherapy, chiropractic, hearing aid, optical, optometrical services or treatments or the furnishing of food or beverages in connection therewith; or

b) any professional service, test or treatment conducive to health or of a professional nature; or

c) any cosmetic or tonsorial service or treatment.

ii) The handling or furnishing of body organs, body tissue, or fluids (including derivatives thereof) or the handling, furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances or equipment.

iii) The handling of or performing of autopsies on cadavers.

iv) The aggravation of existing injuries, unless arising out of an **occurrence** involving **non-owned aircraft** being used by or on your behalf.

B) Legal obligation of the Insured to pay any sum as damages because of mental anguish arising out of the transportation of cadavers, body organs, tissue or fluids (including derivatives thereof).

C) Damage to any cadaver, body organ, tissue or fluids (including derivatives thereof) is deemed to be **property damage** and is not covered herein.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By   
(Authorized Representative)

## AIRWORTHINESS EXCLUSION DELETION ENDORSEMENT

This policy is amended as follows:

Exclusion 2.b. set forth in the policy provisions is deleted in its entirety.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

NOP658 (2/08)

By  \_\_\_\_\_  
(Authorized Representative)

## ASBESTOS EXCLUSION ENDORSEMENT

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. The actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos; or
2. Any obligations, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.

However, the exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion, or collision or a recorded in flight emergency causing abnormal aircraft operations.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs 1. or 2. hereof.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

UE882 (1/05)

By  \_\_\_\_\_  
(Authorized Representative)

## BAGGAGE LIABILITY ENDORSEMENT

In consideration of additional premium of \$ \_\_\_\_\_, this policy is amended as follows:

1. We agree to pay on your behalf those sums which you shall become legally liable to pay (but limited to your legal liability under tariff document, airway bill of lading, passenger ticket, or shipping receipt, if any) for direct **physical damage** or loss from external cause to baggage, caused by an **occurrence**, but only while in your care, custody and control.

### 2. LIMIT OF LIABILITY

- (a) \$ \_\_\_\_\_ any one **passenger**, but not to exceed
- (b) \$ \_\_\_\_\_ each **occurrence**.

The Limits of Liability under this endorsement are included within the policy Limits of Liability applicable to **Property Damage**, and are not in addition thereto.

### 3. DEDUCTIBLE AMOUNT

The Insured shall bear the first \$ \_\_\_\_\_ of each loss, each **passenger**.

4. The insurance afforded under this endorsement shall be secondary to and excess over any other valid and collectible insurance available to the Insured.

### 5. EXCLUSIONS

In addition to the exclusions appearing in the policy to which this endorsement is attached (including those exclusions applicable to all the Liability Coverages), this endorsement does not insure any liability for:

- (a) loss of use, loss of market, delay, inherent vice, extremes of temperature or pressure, or deterioration;
  - (b) loss, damage or expense caused by or resulting from infidelity or dishonesty of any person in the employment or service of the Insured;
  - (c) property owned by the Insured.
6. Baggage shall mean handbags, suitcases, valises, briefcases and other forms of baggage usually carried by travelers and the contents thereof, excluding, however, accounts, bills, jewelry, currency, deeds, evidences of debt, letters of credit, passports, documents, money, notes, securities, valuable papers and airline or other tickets.
  7. For the purpose of this endorsement **physical damage** means direct and accidental physical loss of or damage to baggage, but does not include loss of use or any residual depreciation or diminution in value.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By



(Authorized Representative)

## CANCELLATION AMENDMENT ENDORSEMENT

This endorsement amends the cancellation condition of this policy as follows:

1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to us or the **Aviation Managers** advance written notice of cancellation.
2. We or the **Aviation Managers** may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
  - a. \_\_\_\_\_ days before the effective date of cancellation if we or the **Aviation Managers** cancel for non-payment of premium; or
  - b. \_\_\_\_\_ days before the effective date of cancellation if we or the **Aviation Managers** cancel for any other reason.
3. We or the **Aviation Managers** will mail or deliver notice to the first **Named Insured's** last mailing address known to us or the **Aviation Managers**.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, the **Aviation Managers** will send the first **Named Insured** any premium refund due. If we or the **Aviation Managers** cancel, the refund will be pro rata. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if we or the **Aviation Managers** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By   
(Authorized Representative)

## CANCELLATION ENDORSEMENT

In consideration of a return premium of \$ \_\_\_\_\_ , this policy is cancelled.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

UE167 (1/05)

By  \_\_\_\_\_  
(Authorized Representative)

# AIG AVIATION

## CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: \_\_\_\_\_

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:

POLICY NO. \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

INSURANCE COMPANY \_\_\_\_\_

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. The **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By



(Authorized Representative)

UE31 (1/05)

# AIG AVIATION

## CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: \_\_\_\_\_

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:

POLICY NO. \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

INSURANCE COMPANY \_\_\_\_\_

### DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY

Coverage is subject to Date Recognition Exclusion Clause.

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. The **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By \_\_\_\_\_



(Authorized Representative)

UE31B (1/05)

## COVERAGE TERRITORY AMENDATORY DEFINITION ENDORSEMENT

This policy is amended as follows:

The definition of **Coverage territory** set forth under the policy provisions is hereby deleted and replaced with the following:

**Coverage territory** means

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

NOP1062 (2/08)

By   
(Authorized Representative)

## DATE RECOGNITION EXCLUSION CLAUSE AVN2000A

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, recognize, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning our duty to investigate or defend claims shall not apply to any claims so excluded.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

UE2000A (1/05)

By  \_\_\_\_\_  
(Authorized Representative)

## DATE RECOGNITION LIMITED COVERAGE CLAUSE

Whereas the policy of which this endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN2000A), it is hereby understood and agreed that, subject to all terms and provisions of this endorsement, clause AVN2000A shall not apply:

1. to any accidental loss of or damage to an aircraft defined in the policy schedule ("Insured Aircraft");
2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:
  - a. accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or
  - b. loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or
  - c. accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

### PROVIDED THAT:

1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the policy.
2. Nothing in this endorsement shall provide any coverage:
  - a. in respect of grounding of any aircraft; and/or
  - b. In respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By  \_\_\_\_\_  
(Authorized Representative)

## DATE RECOGNITION LIMITED COVERAGE CLAUSE

Whereas the policy of which this endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN2000A), it is hereby understood and agreed that, subject to all terms and provisions of this endorsement, clause AVN2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the policy) shall pay (including costs awarded against the Insured) in respect of:

1. accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the policy period and arising out of a risk insured under the policy; and/or
2. accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the policy period and arising out of a risk insured under the policy. For the avoidance of doubt, solely for the purposes of this paragraph (2) and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

### PROVIDED THAT:

1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the policy.
2. Nothing in this endorsement shall provide any coverage:
  - a. applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
  - b. In respect of grounding of any aircraft; and/or
  - c. in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

UE2002A (11/05)

By  \_\_\_\_\_  
(Authorized Representative)

## DELETION ENDORSEMENT

In consideration of \_\_\_\_\_ premium of \$ \_\_\_\_\_, this policy is amended as follows:

Endorsement No. \_\_\_\_\_ is deleted in its entirety.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By   
(Authorized Representative)

## EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E

In consideration of an additional premium of \$ \_\_\_\_\_, this policy is amended as follows:

The policy of which this Endorsement forms part includes War, Hi-jacking and Other Perils Exclusion Clause AVN48B:

1. With effect from \_\_\_\_\_, all sub-paragraphs other than (b) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B are deleted SUBJECT TO all terms and conditions of this Endorsement.
2. EXCLUSION applicable only to any coverage extended in respect of the deletion of sub-paragraph (a) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B:

Coverage shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

### 3. LIMITATION OF LIABILITY

The limit of the Company's liability in respect of the coverage provided by this Endorsement shall be US\$ \_\_\_\_\_ or the applicable policy limit, whichever the lesser, any one occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the policy, this sub-limit shall not apply to such Insured's liability:

- (a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the policy affords cover for liability to its passengers arising out of its operation of aircraft;
- (b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the policy affords cover for liability for such cargo and mail arising out of its operations of aircraft.

Notwithstanding any other liability for which coverage is afforded under this policy, coverage provided under this Endorsement shall apply solely to the following:

### 4. AUTOMATIC TERMINATION

To the extent provided below, coverage extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

#### (i) All Coverage

- upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America;

(ii) Any coverage extended in respect of the deletion of sub-paragraph (a) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B

- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured aircraft may be involved;

(iii) All coverage in respect of any of the insured aircraft requisitioned for either title or use

- upon such requisition.

PROVIDED THAT if an insured aircraft is in the air when (i), (ii) or (iii) occurs, then the coverage provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an aircraft until completion of its first landing thereafter and any passengers have disembarked.

## 5. REVIEW AND CANCELLATION

(a) Review of Premium and/or Geographical Limits (7 Days)

The Company or its Aviation Managers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in paragraph 4. (ii) above, the Company or its Aviation Managers may give notice of cancellation of one or more parts of the coverage provided by paragraph 1. of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours G.M.T. on the day on which notice is given.

(c) Cancellation (7 Days)

The coverage provided by this Endorsement may be cancelled by either the Company, its Aviation Managers or the Insured by giving notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which such notice is given.

(d) Notices

All notices referred to herein shall be in writing.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By



(Authorized Representative)

## FELLOW EMPLOYEE EXCLUSION ENDORSEMENT

In consideration of \_\_\_\_\_ premium of \$ \_\_\_\_\_, this policy is amended as follows:

Regardless of anything to the contrary in Exclusion 6. of this policy and in paragraph 6.d. of Section III - WHO IS AN INSURED, Liability Coverages of this policy are extended to apply to **bodily injury** and **property damage** liability claims asserted by an employee of the **Named Insured** against another employee of the same **Named Insured** arising out of the use of **non-owned aircraft** by or on behalf of an Insured. This endorsement does not provide coverage to the **Named Insured** for any **bodily injury** and **property damage** liability claims asserted by employees of the **Named Insured**, and all other provisions of Exclusion 6. and paragraph 6.d. of Section III - WHO IS AN INSURED remain in full force and effect.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By  \_\_\_\_\_  
(Authorized Representative)

## FINANCED PREMIUM ENDORSEMENT

This policy is amended as follows:

At the request of the **Named Insured**, the premium for this policy has been financed in whole or in part through

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(hereinafter called the Lender)

- (a) Any and all return premiums made under this policy shall be paid to the Producer of Record, who will be responsible for return premiums to the Lender.
- (b) Written notice from the Lender demanding cancellation of this policy for non-payment of premium may be treated by us as a request by the **Named Insured** to cancel the policy. However, if we elect to cancel the policy, upon receipt of such demand, we shall give notice of cancellation as required by the policy, but for all other purposes such cancellation shall be deemed cancellation by the **Named Insured**, and the premium shall be refunded on a pro-rata basis.
- (c) **Physical Damage** loss, if any, under this policy shall be adjusted with the **Named Insured** and payable to the **Named Insured** and the said Lender, as their respective interests may appear.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By  \_\_\_\_\_  
(Authorized Representative)

## NAMED INSURED ENDORSEMENT

This policy is amended as follows:

The **Named Insured** and/or Address set forth on the Declarations is \_\_\_\_\_ as follows:

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

NOP353 (2/08)

By



(Authorized Representative)

## NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE AVN46B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property;unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
  - (a) claims excluded by paragraph 1., or
  - (b) a claim or claims covered by the policy when combined with any claims excluded by paragraph 1. (referred to below as "Combined Claims").
3. In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the policy:
  - (a) damages awarded against the Insured and
  - (b) defense fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By  \_\_\_\_\_  
(Authorized Representative)

## NON-OWNED AIRCRAFT: PHYSICAL DAMAGE ENDORSEMENT - ARKANSAS

In consideration of additional premium of \$ \_\_\_\_\_, this policy is extended to include the following:

### COVERAGE E - NON-OWNED AIRCRAFT PHYSICAL DAMAGE

#### 1. Insuring Agreement:

To pay those sums which you shall become legally liable to pay because of **physical damage** to **non-owned aircraft** caused by an **occurrence** arising out of the use of **non-owned aircraft** by or on behalf of an Insured.

The coverage provided by this endorsement only applies to **non-owned aircraft** as indicated by an X to the left of the appropriate paragraph:

- ☐ (a) Any fixed wing single engine land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_\_ **passenger** seats.
- ☐ (b) Any fixed wing land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_\_ **passenger** seats and having a certified gross weight not in excess of 12,500 pounds.
- ☐ (c) Any fixed wing or rotor-wing land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_\_ **passenger** seats and having a certified gross weight not in excess of 12,500 pounds.
- ☐ (d)

2. For the purpose of the coverage provided by this endorsement, **COVERAGE V. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS FOR COVERAGES A, C, AND D** set forth under SECTION I - INSURING AGREEMENTS shall apply to **COVERAGE E**.

#### 3. Exclusions:

In addition to the exclusions appearing in this policy, the coverage provided by this endorsement does not apply:

- a. To any person or organization with respect to **non-owned aircraft** owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days, to such person (or member of his/her household) or organization.
- b. If, when **in-flight**, the **aircraft** is not being operated by a pilot appearing in Item 5 of the Declarations;
- c. To any claims arising out of any product designed, manufactured, sold, distributed, serviced or handled by an Insured;
- d. To any loss or damage to any material furnished by the Insured or to any work performed by the Insured out of which an accident or **occurrence** arises;
- e. To any **loss** of or damage to wearing apparel, personal effects or property of any description owned, rented, controlled or transported by the Insured whether or not the **non-owned aircraft** is damaged;

- f. With respect to any aircraft rented to, financed for, or leased to others (or repossessed or reacquired) by any Insured, subsidiary, owned or controlled firm thereof;
- g. To **loss** due to repossession, embezzlement, conversion, secretion or taking by anyone claiming a lawful right of possession, nor any **loss** resulting therefrom;
- h. To **loss** or damage which is due and confined to:
  - i. Wear, tear, deterioration, freezing;
  - ii. Any electrical malfunction or failure of any electronic components(s), accessory(ies), or electrically powered equipment;
  - iii. Any mechanical, hydraulic, pneumatic, or structural malfunction or failure.

Damage resulting from electrical malfunction or failure of an electrical component(s), accessory(ies), or electrically powered equipment is considered breakdown of the entire electrical system containing such electronic components(s), accessory(ies), or electrically powered equipment.

Damage resulting from the breakdown, failure or malfunction of any engine component, accessory or part is considered mechanical breakdown of the entire engine.

- i. To **loss** or damage to turbine aircraft engines and auxiliary power units insured under this policy if such damage is caused by:
  - A. Foreign objects;
  - B. Heat or temperature change from the operation, attempted operation or shutdown of the engine;
 Unless resulting directly from other **loss** covered by this policy.

#### 4. **Definitions:**

In addition to the Definitions appearing in this policy, the following definitions are added:

- a. **Loss** means **physical damage**.
- b. **Physical damage** means direct and accidental physical **loss** of or damage to **aircraft**, hereinafter called **loss**, but does not include loss of use or any residual depreciation or diminution in value (including loss of guaranty or warranty), if any, after repairs have been made.

#### 5. **Limit of the Company's Liability:**

The most we will pay for **physical damage** to **non-owned aircraft** is the limit of liability shown below:

\$	any one <b>occurrence</b> , subject to a deductible amount each <b>occurrence</b> of:
\$	The <b>Insured</b> shall bear the deductible amount.

The above limit of liability is part of, and not in addition to, the limit of liability provided for **COVERAGE A**.

6. **CONDITIONS:**

In addition to the Conditions For All Coverages appearing in this policy, the following Conditions are added:

a. **ACTION AGAINST THE COMPANY AND PAYMENT OF LOSS**

We do not have to pay, and you do not have the right to sue on this policy, unless all of its terms have been fully complied with and the amount of **loss** is determined as provided by the policy, nor at all unless commenced within five (5) years after the date of the **loss**.

b. **INSURED'S DUTIES WHEN LOSS OCCURS**

When **loss** occurs, you shall:

- i. Take all reasonable precautions to protect the **non-owned aircraft** after an **occurrence**. We shall reimburse the Insured all reasonable cost in affording such protection;
- ii. Not abandon the **non-owned aircraft**;
- iii. You must promptly notify the owner of the **non-owned aircraft** and the **Aviation Managers** and provide prompt written notice at the address appearing on the back of the policy cover, including the:
  - A. Time, place and description of events;
  - B. Description and location of the **non-owned aircraft**;
- iv. Promptly report theft and vandalism to the **Aviation Managers**;
- v. Allow us or the **Aviation Managers** to inspect the **non-owned aircraft's** damage before any repairs or disposal;
- vi. Submit to examination under oath if requested by us or the **Aviation Managers**;
- vii. Do nothing after the **loss** to harm us or the **Aviation Managers** rights of recovery against any person or organization;
- viii. Allow us or the **Aviation Managers** to inspect all **non-owned aircraft** records, pilot logbooks, repair and service invoices, sales receipts and any other pertinent records until settlement of the **loss**.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By



(Authorized Representative)

**NOTICE OF CANCELLATION OR NON-RENEWAL  
AVIATION INSURANCE**

☐ **CANCELLATION:** You are hereby notified that in accordance with the terms and conditions of the policy specified below, that such insurance will cease at and from the hour and date shown. If the address shown below is in Michigan or Arizona and a premium has been paid, refer also to the Remarks section below. If the Address below is not in Michigan or Arizona, premium adjustment will be made as soon as practical after cancellation is effective.

☐ **NON-RENEWAL:** You are hereby notified that in accordance with the terms and conditions of the policy specified below, that such policy will expire at the date and hour shown, and will not be renewed.

THIS NOTICE MAILED TO:

CANCELLATION / NON-RENEWAL EFFECTIVE:	
DATE	12:01 A.M. (STANDARD TIME)
COMPANY OF ISSUE:	
POLICY NUMBER:	TODAY'S DATE:

**REMARKS** (if required by your state's insurance regulations)

ATTACH POST OFFICE RECEIPT FORM 3817 HERE

By **X**   
Authorized Representative

I hereby certify that I personally mailed in the U.S. Post Office this Notice of Cancellation, an exact carbon copy of which appears above, and received from the U.S. Post Office the attached receipt (Form 3817) of such notice for mailing showing the date of mailing.

Signature **X** \_\_\_\_\_

Office \_\_\_\_\_

Copies to:

Copies to (continued):

## NUCLEAR RISKS EXCLUSION CLAUSE AVN38B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. This policy does not cover:

- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1. (b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

3. This policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2. shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this policy shall only apply to an incident happening during the period of this policy and where any claim by the Insured against the Company or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> <u>(IAEA Health and Safety Regulations)</u>	<u>Maximum permissible level</u> <u>of non-fixed radioactive</u> <u>surface contamination</u> <u>(Averaged over 300 cm<sup>2</sup>)</u>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 becquerels / cm <sup>2</sup> (10 <sup>-4</sup> microcuries / cm <sup>2</sup> )
All other alpha emitters	Not exceeding 0.4 becquerels / cm <sup>2</sup> (10 <sup>-5</sup> microcuries / cm <sup>2</sup> )

- (iv) the cover afforded hereby may be cancelled at any time by the Company giving seven days' notice of cancellation.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By  \_\_\_\_\_  
(Authorized Representative)

**PILOT WARRANTY ENDORSEMENT**

This policy is \_\_\_\_\_ as follows:

It is a condition of this insurance that when **in flight**, the **aircraft** will be operated only by pilot(s) specified below.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By  \_\_\_\_\_  
(Authorized Representative)

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aigproducercompensation.com](http://www.aigproducercompensation.com) or by calling AIG at 1-800-706-3102.

## PRODUCER CHANGE

The Producer shown in the policy is amended as follows:

1. The following is hereby deleted as Producer:

2. The following is hereby added as Producer:

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of  
Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

UE120 (1/05)

By



(Authorized Representative)

## REINSTATEMENT NOTICE

**AIG Aviation, Inc.**

(Policyholder)

Date

Policy No.

Company

The **Aviation Managers** on our behalf advise that the Notice of Cancellation dated \_\_\_\_\_ to be effective \_\_\_\_\_ is hereby rescinded and the policy is reinstated effective \_\_\_\_\_ and in consideration of such reinstatement it is expressly stipulated that there shall be no coverage under this policy for any losses occurring between the cancellation date and the effective date of reinstatement.

Yours truly,

By



(Authorized Representative)

Office

Copies to:

Copies to (continued):

## WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION) AVN48B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (c) Strikes, riots, civil commotions or labor disturbances;
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- (e) Any malicious act or act of sabotage;
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority;
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore, this policy does not cover claims arising whilst the aircraft is outside the control of the Insured by reason of any of the above perils.

The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

All other provisions of this policy remain the same.


This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

UE48B (1/05)

By   
(Authorized Representative)

## ENDORSEMENT

This endorsement, effective \_\_\_\_\_ at \_\_\_\_\_

forms part of \_\_\_\_\_

Policy no.: \_\_\_\_\_ issued to: \_\_\_\_\_

By: \_\_\_\_\_

## ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

### A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

**B. NONRENEWAL**

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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AUTHORIZED REPRESENTATIVE

<i>SERFF Tracking Number:</i>	<i>AGNY-125598799</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American International South Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-AV-02</i>		
<i>TOI:</i>	<i>22.0 Aircraft</i>	<i>Sub-TOI:</i>	<i>22.0000 Aircraft</i>
<i>Product Name:</i>	<i>Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032</i>		
<i>Project Name/Number:</i>	<i>Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032/AIC-08-AV-02</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	AGNY-125598799	State:	Arkansas
First Filing Company:	American International South Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AIC-08-AV-02		
TOI:	22.0 Aircraft	Sub-TOI:	22.0000 Aircraft
Product Name:	Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032		
Project Name/Number:	Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032/AIC-08-AV-02		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	05/28/2008
<b>Comments:</b>				
<b>Attachment:</b>				
P&C Transmittal Document - AR.pdf				

## Property &amp; Casualty Transmittal Document


<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #
American International South Insurance Company	PA	012-40258	02-6008643
Commerce and Industry Insurance Company	NY	012-19410	13-1938623
Granite State Insurance Company	PA	012-23809	02-0140690
National Union Fire Insurance Company of Pittsburgh, Pa.	PA	012-19445	25-0687550
New Hampshire Insurance Company	PA	012-23841	02-0172170
The Insurance Company of the State of Pennsylvania	PA	012-19429	13-5540698

<b>5. Company Tracking Number</b>	AIC-08-AV-02
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Monique Myers	Filing Analyst	(212) 458-6346	(212)458-7077	<a href="mailto:Monique.Myers@aig.com">Monique.Myers@aig.com</a>
175 Water Street, 17 <sup>th</sup> Floor New York, NY 10038				
7. Signature of authorized filer				
8. Please print name of authorized filer		Monique Myers		

## Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	22.0 Aircraft
10. Sub-Type of Insurance (Sub-TOI)	22.0000 Aircraft
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Gold Medallion Comprehensive Business Aircraft Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: June 2, 2008   Renewal: June 2, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	May 2, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

20.	This filing transmittal is part of Company Tracking #	AIC-08-AV-02
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<b>21. Filing Description</b>	[This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The referenced companies (the “Companies”) submit for your review and approval their Non Owned Aircraft Premises Liability Aircraft Program. This program provides non owned aircraft and premises liability coverage Emergency Service Operators with heliports at their locations.

Please refer to the attached Forms Listing for information about the forms included in this submission.

The rates associated with this program apply to the aviation universal rating plan AV-5678, presently on file with your department.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: EFT**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**NON OWNED AIRCRAFT LIABILITY AND AVIATION PREMISES LIABILITY**

3/19/2008

Restricts										
Form Title		Form No.		Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Broaden or Clarifies	Rate or Premium Impact	Description of Form
1	Declarations	NOP04	1/8	Declaration Page	N	N	M	B/R/C	Y	Outline coverages and premium that are applicable to the insured -- Forward overview the purpose and finite points of the policy
2	Non-Owned Aircraft - Physical Damage Endorsement	NOP01	1/8	Policy Provisions	N	N	M	B/R/C	N	Outline policy coverages
3	Air Ambulance Clause	NOP07	2/8	Endorsement	N	N	O	C	N	Extends use to air ambulances with some restrictions
4	Airworthiness Exclusion Deletion Endorsement	NOP658	2/8	Endorsement	N	N	O	C	N	Deletes airworthiness exclusion
5	Asbestos Exclusion Endorsement	UE882	1/5	Endorsement		N	O	C	N	This is an absolute Asbestos Exclusion
6	Baggage Liability Endorsement	NOP20	2/8	Endorsement	N	N	O	C	N	Adds baggage liability coverage
7	Cancellation Amendment Endorsement	NOP935	2/8	Endorsement	N	N	O	C	N	Amends policy cancellation clause
8	Cancellation Endorsement	UE167	1/5	Endorsement		N	O	C	N	Endorsement used to return premium to the Named Insured for cancellation
9	Certificate of Insurance	UE31	1/5	Endorsement		N	O	C	N	Verifies what coverages the named insured carries
10	Certificate of Insurance (with Y2K wording)	UE31B	1/5	Endorsement		N	O	C	N	Verifies what coverages the named insured carries with Y2K wording
11	Coverage Territory Amendatory Definition Endorsement	NOP1062	2/8	Endorsement	N	N	O	C	N	Amends the definition of coverage territory
12	Date Recognition Exclusion Clause	UE2000A	1/5	Endorsement		N	O	C	N	Regulatory Requirement
13	Date Recognition Limited Coverage Clause	UE2001A	11/5	Endorsement		N	O	C	N	Regulatory Requirement
14	Date Recognition Limited Coverage Clause	UE2002A	11/5	Endorsement		N	O	C	N	Regulatory Requirement
15	Deletion Endorsement	UE480	1/5	Endorsement		N	O	C	N	Used to delete previously added endorsements
16	Extended Coverage Endorsement (Aviation Liabilities) AVN52E	NOP52E	2/8	Endorsement	N	N	O	C	N	Provides Liability War Risk Coverage

**NON OWNED AIRCRAFT LIABILITY AND AVIATION PREMISES LIABILITY**

3/19/2008

17	Fellow Employee Exclusion Endorsement	NOP554	2/8	Endorsement	N	N	O	C	N	
18	Financed Premium Endorsement	UE56	1/5	Endorsement		N	O	C	N	Adds premium finance company
19	Named Insured Endorsement	NOP353	2/8	Endorsement	N	N	O	C	N	Amends named insured as shown on the declaration page
20	Noise and Pollution and Other Perils Exclusion Clause AVN46B	UE46B	1/5	Endorsement		N	O	C	N	Standard Noise Pollution exclusion required by Reinsurers
21	Non-Owned Aircraft - Physical Damage Endorsement	NOP1061	2/8	Endorsement	N	N	O	C	N	Amends non owned aircraft physical damage coverage
22	Notice of Cancellation or Non-Renewal Aviation Insurance	UE103	1/5	Endorsement		N	O	C	N	Notice to cancel or non renew coverage
23	Nuclear Risks Exclusion Clause AVN38B	UE38B	1/5	Endorsement		N	O	C	N	Standard Nuclear Risk exclusion required by Reinsurers
24	Pilot Warranty Endorsement	NOP347	2/8	Endorsement	N	N	O	C	N	Amends pilot warranty on policy
25	Policyholder Notice	UE1013	6/6	Endorsement		N	M	C	N	Regulatory Requirement
26	Producer Change	UE120	1/5	Endorsement		N	O	C	N	Amends the producer on the policy
27	Reinstatement Notice	UE127	1/5	Endorsement		N	O	C	N	Reinstate policy coverages
28	War, Hi-jacking and Other Perils Exclusion Clause AVN48B	UE48B	1/5	Endorsement		N	O	C	N	Excludes War Risk Liability and Physical Damage
29	Arkansas Amendatory Endorsement	52131	(11/03)	Endorsement	N		O	C	N	State Amendatory Endorsement
				<p>A = Application  D = Declarations  E = Endorsement  P = Policy  O = Other (Please explain)</p>						
				Yes or No						

SERFF Tracking Number:	AGNY-125598799	State:	Arkansas
First Filing Company:	American International South Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AIC-08-AV-02		
TOI:	22.0 Aircraft	Sub-TOI:	22.0000 Aircraft
Product Name:	Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032		
Project Name/Number:	Non Owned Aircraft Premises Liability Aircraft Program - 0347-0625-0032/AIC-08-AV-02		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Noise and Pollution and Other Perils Exclusion Clause AVN46B	04/11/2008	UE48B (1-05).pdf
No original date	Form	Non-Owned Aircraft - Physical Damage Endorsement	04/11/2008	NOP1061 (2-08).pdf

## WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION) AVN48B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (c) Strikes, riots, civil commotions or labor disturbances;
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- (e) Any malicious act or act of sabotage;
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority;
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore, this policy does not cover claims arising whilst the aircraft is outside the control of the Insured by reason of any of the above perils.

The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

All other provisions of this policy remain the same.


This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

UE48B (1/05)

By   
(Authorized Representative)

## NON-OWNED AIRCRAFT: PHYSICAL DAMAGE ENDORSEMENT

In consideration of additional premium of \$ \_\_\_\_\_, this policy is extended to include the following:

### COVERAGE E - NON-OWNED AIRCRAFT PHYSICAL DAMAGE

#### 1. Insuring Agreement:

To pay those sums which you shall become legally liable to pay because of **physical damage** to **non-owned aircraft** caused by an **occurrence** arising out of the use of **non-owned aircraft** by or on behalf of an Insured.

The coverage provided by this endorsement only applies to **non-owned aircraft** as indicated by an X to the left of the appropriate paragraph:

- ☐ (a) Any fixed wing single engine land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_\_ **passenger** seats.
- ☐ (b) Any fixed wing land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_\_ **passenger** seats and having a certified gross weight not in excess of 12,500 pounds.
- ☐ (c) Any fixed wing or rotor-wing land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than \_\_\_\_\_ **passenger** seats and having a certified gross weight not in excess of 12,500 pounds.
- ☐ (d)

2. For the purpose of the coverage provided by this endorsement, **COVERAGE V. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS FOR COVERAGES A, C, AND D** set forth under SECTION I - INSURING AGREEMENTS shall apply to **COVERAGE E**.

#### 3. Exclusions:

In addition to the exclusions appearing in this policy, the coverage provided by this endorsement does not apply:

- a. To any person or organization with respect to **non-owned aircraft** owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days, to such person (or member of his/her household) or organization.
- b. If, when **in-flight**, the **aircraft** is not being operated by a pilot appearing in Item 5 of the Declarations;
- c. To any claims arising out of any product designed, manufactured, sold, distributed, serviced or handled by an Insured;
- d. To any loss or damage to any material furnished by the Insured or to any work performed by the Insured out of which an accident or **occurrence** arises;
- e. To any **loss** of or damage to wearing apparel, personal effects or property of any description owned, rented, controlled or transported by the Insured whether or not the **non-owned aircraft** is damaged;

- f. With respect to any aircraft rented to, financed for, or leased to others (or repossessed or reacquired) by any Insured, subsidiary, owned or controlled firm thereof;
- g. To **loss** due to repossession, embezzlement, conversion, secretion or taking by anyone claiming a lawful right of possession, nor any **loss** resulting therefrom;
- h. To **loss** or damage which is due and confined to:
  - i. Wear, tear, deterioration, freezing;
  - ii. Any electrical malfunction or failure of any electronic components(s), accessory(ies), or electrically powered equipment;
  - iii. Any mechanical, hydraulic, pneumatic, or structural malfunction or failure.

Damage resulting from electrical malfunction or failure of an electrical component(s), accessory(ies), or electrically powered equipment is considered breakdown of the entire electrical system containing such electronic components(s), accessory(ies), or electrically powered equipment.

Damage resulting from the breakdown, failure or malfunction of any engine component, accessory or part is considered mechanical breakdown of the entire engine.

- i. To **loss** or damage to turbine aircraft engines and auxiliary power units insured under this policy if such damage is caused by:
  - A. Foreign objects;
  - B. Heat or temperature change from the operation, attempted operation or shutdown of the engine;

Unless resulting directly from other **loss** covered by this policy.

#### 4. Definitions:

In addition to the Definitions appearing in this policy, the following definitions are added:

- a. **Loss** means **physical damage**.
- b. **Physical damage** means direct and accidental physical **loss** of or damage to **aircraft**, hereinafter called **loss**, but does not include loss of use or any residual depreciation or diminution in value (including loss of guaranty or warranty), if any, after repairs have been made.

#### 5. Limit of the Company's Liability:

The most we will pay for **physical damage** to **non-owned aircraft** is the limit of liability shown below:

\$	any one <b>occurrence</b> , subject to a deductible amount each <b>occurrence</b> of:
\$	The <b>Insured</b> shall bear the deductible amount.

The above limit of liability is part of, and not in addition to, the limit of liability provided for **COVERAGE A**.

6. **CONDITIONS:**

In addition to the Conditions For All Coverages appearing in this policy, the following Conditions are added:

a. **ACTION AGAINST THE COMPANY AND PAYMENT OF LOSS**

We do not have to pay, and you do not have the right to sue on this policy, unless all of its terms have been fully complied with and the amount of **loss** is determined as provided by the policy, nor at all unless commenced within twelve (12) months after the date of the **loss**.

b. **INSURED'S DUTIES WHEN LOSS OCCURS**

When **loss** occurs, you shall:

- i. Take all reasonable precautions to protect the **non-owned aircraft** after an **occurrence**. We shall reimburse the Insured all reasonable cost in affording such protection;
- ii. Not abandon the **non-owned aircraft**;
- iii. You must promptly notify the owner of the **non-owned aircraft** and the **Aviation Managers** and provide prompt written notice at the address appearing on the back of the policy cover, including the:
  - A. Time, place and description of events;
  - B. Description and location of the **non-owned aircraft**;
- iv. Promptly report theft and vandalism to the **Aviation Managers**;
- v. Allow us or the **Aviation Managers** to inspect the **non-owned aircraft's** damage before any repairs or disposal;
- vi. Submit to examination under oath if requested by us or the **Aviation Managers**;
- vii. Do nothing after the **loss** to harm us or the **Aviation Managers** rights of recovery against any person or organization;
- viii. Allow us or the **Aviation Managers** to inspect all **non-owned aircraft** records, pilot logbooks, repair and service invoices, sales receipts and any other pertinent records until settlement of the **loss**.

All other provisions of this policy remain the same.

This endorsement becomes effective \_\_\_\_\_ to be attached to and hereby made a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_

By \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

By   
(Authorized Representative)